

1 BILL NO. S-86-06-24

2 SPECIAL ORDINANCE NO. S- 112-86

3 AN ORDINANCE approving Contract for
4 Oswego Avenue Sanitary Sewer Repair -
5 Res. 421-86, between the City of Fort
Wayne, Indiana, by and through its
Board of Public Works and Safety with
Bercot, Inc.

6
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract for Oswego Avenue Sani-
10 tary Sewer Repair - Res. 421-86, between the City of Fort Wayne,
11 Indiana, by and through its Board of Public Works and Safety with
12 Bercot, Inc., for:

13 the following: Bounded on the South
14 by Vance Avenue; bounded on the West
15 by St. Joe River; bounded on the North
16 by Sumerset Lane and bounded on the
17 East by the East right-of-way line of
18 Oswego Avenue. Repair #1 - Disconnect
19 the existing 6" taps and connect same
20 to proposed 8" local sanitary sewer
21 that will connect to said existing
22 interceptor manhole with backflow
23 preventer as specified. Repair #2 -
To locate and intercept an existing
6" sanitary sewer tap; disconnect same
from 60" St. Joe Interceptor and install
approximately 100+ LF of 8" sanitary
sewer, connect the 6" tap to same that
will then connect to the existing man-
hole located over said 60" St. Joe
Interceptor Sewer with a backflow pre-
venter as specified. Said Sewer shall
be 8" in diameter;

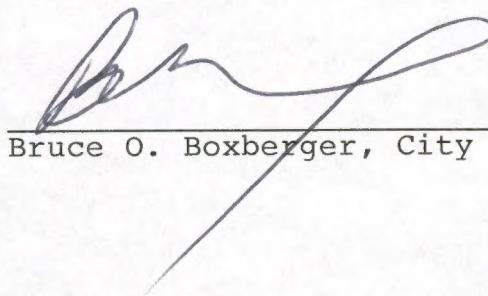
24 the Contract price is Thirty-Two Thousand Five Hundred and No/100
25 Dollars (\$32,500.00), all as more particularly set forth in said
26 Contract, which is on file with the Office of the Board of Public
27 Works and Safety and is by reference incorporated herein, made a
28 part hereof, and is hereby in all things ratified, confirmed,
29 and approved. Two (2) copies of said Contract are on file with
30 the Office of the City Clerk and made available for public in-
31 spection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force and
3 effect from and after its passage, and any and all necessary
4 approval by the Mayor.


Dan P. Burns
Councilmember

5
6 APPROVED AS TO FORM
7 AND LEGALITY

8
9 
Bruce O. Boxberger, City Attorney

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____ M., E.

DATE: 6-24-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 7-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-112-86
on the 8th day of July, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 9th day of July, 1986,
at the hour of 10:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14 day of July,
1986, at the hour of 11 o'clock A.M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
 INVITATION FOR BIDS/AWARD OF CONTRACT*
 (Non-Federally Assisted Construction)

76-87-1
 6/18/86

PROJECT: Oswego Avenue Sanitary Sewer Relief Line

Contract No. 421-1986

CONTENTS

Resolution No. 421-1986

Check if Contained

Pages

X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1	Schedule
X	SI/1	Schedule of Items
		Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/2	Special Project Specifications
X	NA/1	Notice of Award
X	NP/1	Notice to Proceed

ATTACHMENTS

X		Project Plans Drawing # SY- 11155
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
	NP/1	Notice to Proceed
X	CO/1-CO/2	Change Order - Specimen Form
X	AP/1	Apartheid Policy (Vendor's)

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	— z	— z	— z	— z

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. ?	Date

BID SUBMITTED
 BERCOFF, INC.
 6015 HUGUENARD ROAD
 FORT WAYNE, INDIANA 46808
 Contractor
 By: Steve Fleet
 Its PRESIDENT
 Offer Date JUN 11 1986

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

Compliance J. Adams
 O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
 Board of Public Works & Safety

David Fleet

Lawrence D. Connelly

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD 1-12-86

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

Resolution 421 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock A.M. on the 11th day of June, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Repair of Sanitary Sewer Line on Oswego Avenue

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ N/A in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of Five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c) Mayor's Executive Order
- (d) WBE/MBE Compliance
- (e) Apartheid Policy (Vendor's Certificate)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolis, Inc.	St. Wayne, Indiana	Restoration/ Cleaning.
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Stakeville	St. Wayne	Truck Rental &
2. Trucking, Inc.	Ind.	Trucking
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

2. We have taken the following steps in an attempt to comply with these participation goals:

BERCOT, INC. (attach additional sheets as necessary)
6015 HUGUENARD ROAD
Contractor, INDIANA 46808

By Steve Berat

Contractor _____

Its President

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$ hourly utilization figure:

(attach additional sheets if necessary)

BERCOT, INC.
6015 HUGUENARD ROAD
Contractor FORT WAYNE, INDIANA 46808

By

Its

Steve Berest
PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19_____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Oswego Sanitary Sewer Repair
Resolution 421-1986

All work will be performed in accordance with: Resolution # _____, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ _____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within _____ days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

No Others

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Steve Berest

Subscribed and sworn to before me
by Steve Berest this _____ day of JUN 11 1986 198 _____.
me

My Commission Expires:

September 4, 1987

W. DEAN BEREST
Notary Public
Resident of Allen County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 _____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 _____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steve Bercot, the President, of BERCOT, INC.
Position 6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46828 Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of October 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: JUN 11 1986

Steve Bercot
Signature

President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this day of JUN 11 1986, 1986.

W. Dean Bercot
Notary Public W. DEAN BERCO
Resident of Allen County

My Commission Expires:

September 4, 1987

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain Ten % (ten percent (10%)) if not otherwise specified of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is _____ % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision.

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

Section of April, Bay, 1986

1986 MAR-21 AMIC-29

compliance with the provisions of CHAPTER #319 of the ACTS OF THE GENERAL ASSEMBLY OF INDIANA, 1985, have established a schedule as hereinafter set forth for the following trades to wit:

TRADE	CLASS	HOURLY RATE	B.L.W.	P.H.W.	VAC.	APPR.	H.I.S.C.	EXP.
GLASS WORKERS	1	18.20	1.10	1.70	.02			
GLAZIERBAKERS	1	18.83	1.475	1.90	.03			
GLAZIER	1	16.63	1.05	1.25	.04	.34 IP		
GLAZIER (Bldg.)	1	15.40	1.50	1.25	.02	.01IP		
" (Hiway)	1	14.16	1.25	1.25	.05	.04 IP	3-31	
GLAZIER DRILL	1	13.50	1.00	1.00	.10	.05 IP		
GLAZIER TAPER	1	13.75	1.30	1.00	.12	.05 IP		
GLAZIERIAN	1	18.30	1.25	1.25	.08	.05 IP		
GLAZIER CONSTRUCTOR	1	17.79	1.945	1.55	.05	.08 IP		
GLAZIER	1	16.44		.70	.40	.04		
GLAZIER WORKER	1	13.35	2.25	1.00	.06	.04 IP	3-31	
GLAZIER (Bldg.)	1	12.55	1.45	1.00	.09	.05 IP	3-31	
" (Hiway)	1	11.13	1.45	1.00	.09	.04 IP	3-31	
" (Sewer)	1	11.13	1.45	1.00	.09			
GLAZIER	1	15.40	1.50	1.25	.02	.04 IP	3-31	
GLAZIER & PLIEDRIVER	1	15.80	1.50	1.25	.02	.04 IP	3-31	
GLAZIER ENGINEER (Bldg.)	1	17.10	1.25	1.25	.10			
" " (Hiway)	1	16.25	1.25	1.80	.14			
" " (Sewer)	1	13.75	1.25	1.60	.10			
GLAZIER-BRUSH & ROLLER	1	13.75	1.30	1.00	.12	.05 IP	3-31	
" SPRAY & SANDBLAST	1	14.75	1.30	1.00	.12	.05 IP	3-31	
GLAZIER	1	13.98	1.00	1.00	.10	.05 IP	3-31	
GLAZIER STIBER-GLAZIER	1	18.68	1.00	1.80	.07	.07 IP	3-31	
GLAZIER TERRAZZO FINISHERS	1	12.40						
GLAZIER GRINDERS	1	12.70						
GLAZIER	1	16.10	1.00	.50				
GLAZIER METAL WORKER	1	16.86	1.59	1.92	.19	.05 IP	3-31	
GLAZIER (Bldg.)	SEE ATTACHMENT							
TERRAZZO MECHANICS	1	12.70						

Springer Fitters: 1 18.03 1.70 1.60 .10 3/31
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE
SHALL. The above and foregoing shall be the minimum prevailing wage scale for a
project as set by the wage scale committee, BUT in no way shall it be the contri-
sub-contractor from paying a higher rate of wages than set out in the sched-
ule on file.

SIGNED THIS 21 DAY of March 1986

Sue L. Scott
REPRESENTING GOVERNOR OF INDIANA

REPRESENTING THE AWARDING AGENCY

Douglas L. Hayot
REPRESENTING THE STATE AFL-CIO

Listed below are the wage rates for Teamsters in the Local 414 jurisdictional area. In addition there are payments of:

Health and Welfare \$49.50 per week/\$53.50 per week effective 5/1/86
Pension \$51.00 per week/\$55.00 per week effective 5/1/86

WAGE RATES AND CLASSIFICATIONS

	5/1/85	5/1/86
Driver on single axle straight truck	\$12.66	\$12.96
Driver on single axle "dog legs"	\$12.76	\$13.06
Driver on tandem trucks or "dog Legs"	\$12.76	\$13.06
Driver on tandem trucks over 15 ton payload	\$12.86	\$13.16
Driver on tandem "dog leg" trucks	\$12.91	\$13.21
Driver on single axle semi truck	\$12.86	\$13.16
Driver on farm tractor hauling material	\$12.86	\$13.16
Driver on tri-axle truck	\$12.96	\$13.26
Driver on tandem axle semi truck	\$12.96	\$13.26
Driver on tandem-tandem semi truck	\$13.01	\$13.31
Truck Leadman (driver assigned by the employer to direct or inform other drivers what to do shall be designated leadman and shall be paid \$.50 per hour above rate worked.)		
Driver on equipment when not self loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Albey Wagons, or similar equipment 12 cu. yds. and under		
Over 12 cu. yds.	\$12.86	\$13.16
Employers truck mechanics & welders doing Teamster covered work	\$12.96	\$13.26
Drivers on mobile mixer trucks	\$13.01	\$13.31
Drivers on mixer trucks, all types	\$12.96	\$13.26
Drivers on single axle fuel truck	\$12.86	\$12.16
Drivers on tandem axle fuel truck	\$12.71	\$13.01
Drivers on single axle water truck	\$12.81	\$13.11
Drivers on tandem axle water truck	\$12.71	\$13.01
Drivers on semi water truck	\$12.81	\$13.11
Driver on sprinkler truck	\$12.91	\$13.21
Driver on heavy equipment type water wagon	\$12.91	\$13.21
Over 5,000 gallons	\$13.01	\$13.31
Driver on truck pulling tilt top trailer		
Single axle	\$12.86	\$13.16
Tandem axle	\$12.96	\$13.26
Tri-axle	\$13.01	\$13.31
Driver on low boy - single axle	\$12.86	\$13.16
Driver on low boy - tandem axle	\$12.96	\$13.26
Driver on low boy - tandem/tandem axle	\$13.01	\$13.31
Driver on low boy - tandem/tri-axle	\$13.06	\$13.36
Driver on bituminous distributor/two-man	\$12.81	\$13.11
Driver on bituminous distributor/one-man	\$12.91	\$13.21
Driver on semi-bituminous distributor - to be paid \$.10 per hour over the applicable semi rate		
Driver on truck mounted pavement breaker	\$12.86	\$13.16
Driver on winch truck or A-frame when used for transportation purposes:		
Driver on tri axle batch truck	\$12.76	\$13.06
Driver on Batch truck, wet or dry:	\$12.96	\$13.26
3 (34E) batches or less	\$12.66	\$12.96
over 3 (34E) batches	\$12.76	\$13.06
Driver on pick up truck when hauling tools, materials and supplies, parts and equipment, to, from and on the job site	\$12.51	\$12.81
Helpers, greasers, tiremen, warehousemen-jobsite, and employees tending batch boards:		
Acey Wagons up to and including three (3) buckets	\$12.61	\$12.91
Grease and maintenance truck for servicing equipment covered by Teamsters:	\$13.06	\$13.36
Single axle	\$12.66	\$12.96
Tandem axle	\$12.76	\$13.06
Tri axle	\$12.96	\$13.26

All trucks pulling pups - the driver shall receive \$.25 per hour over the applicable rate for the work.
Combination man - applicable rate for equipment plus \$.60 per hour \$.70 per hour

BUILDING

	<u>7-1-83</u>	<u>7-1-84</u>	<u>7-1-85</u>
Truck driver on trucks to and including one ton	\$12.60	\$13.35	\$14.10
Truck driver on trucks 1½ ton to and including 3 ton	\$12.70	\$13.45	\$14.20
Truck driver on fork lift	\$12.70	\$13.45	\$14.20
Truck driver on tandem	\$12.80	\$13.55	\$14.30
Truck driver on semi	\$12.80	\$13.55	\$14.30
Truck driver on trt-axle	\$12.80	\$13.55	\$14.30
Truck driver on low-boys or double bottom	\$12.80	\$13.55	\$14.30
Truck driver on winch or boom truck	\$12.80	\$13.55	\$14.30
Truck driver on sweeper attached and distributor truck, water wagon	\$12.80	\$13.55	\$14.30
Truck driver, euclid or earth movers	\$12.90	\$13.65	\$14.40
Truck helper, spotter, flagman for truck driver	\$13.05	\$13.75	\$14.50
Truck helper for tending trucks at mixer	\$12.60	\$13.35	\$14.05
Truck boss in charge of trucks, warehousemen foreman-job site	\$12.60	\$13.35	\$14.05
Truck mechanic-job site	\$12.90 \$12.90	\$13.65 \$13.65	\$14.40 \$14.40

These wages will be in effect through June 30, 1986. In addition to the above wages there are fringes in the amount of:

Health and Welfare
Pension

\$58.70 per week or any portion thereof
\$51.00 " " " " "

CERTIFICATION OF BIDDER/VENDOR

BERCOT, INC.

6015 HUGUENARD ROAD

The undersigned, on behalf of 6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa. BE IT

The undersigned states, on behalf of BERGOT, INC.,
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

BERCUT, INC.
15 HUGUENARD RD.

6015 HUGUENARD ROAD
ORTHAWAINT, MI 48354

~~FORT WAYNE, INDIANA 46808~~

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this day of JUN 11 1986 19

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE INDIANA 46808
(Name of Bidder/Vendor)

(Name and Title of Person Signing)

0 SANITARY SEWER RELIEF LINE - Resolution 421-1986

DATE 15 May 1986

JUN 11 1986

DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
Sewer Pipe	625± LF	20.00	12500.00
Manhole, Type I-A	2± EA	1200.00	2400.00
Social Backfill	550± CY	12.00	6600.00
Cleanout	2± EA	600.00	1200.00
Length Asphalt per CFW Street			
Department Specifications (see specifications)	50± SY	25.00	1250.00
Surface 3/4" Type A-2	60± Tons	45.00	2700.00
Diameter Air Vents	4± EA	350.00	1400.00

08

32550.00*

C

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Participating Member of CFW Area Plan
 2. Union Contractor
 3. Federal Register
 4. Percentage Participation Goal Statement
- _____ %

Total Construction Costs

\$ 32,550.00

Advertising Costs

\$

Engineering & Inspection

\$

TOTAL COSTS

\$



THE WESTERN CASUALTY AND SURETY COMPANY

FORT SCOTT, KANSAS

A STOCK INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER 1369

THAT.....

BERCOT, INC.

..... of 6015 Huguenard Road,

..... Fort Wayne, Indiana 46818, as Principal, and The Western Casualty and Surety Company, a Kansas corporation, as Surety, are held and firmly bound unto.....

..... BOARD OF PUBLIC WORKS AND SAFETY, CITY OF FORT WAYNE, INDIANA.....
as Obligee, in the full and just sum of-----

-----FIVE PERCENT (5%) OF THE AMOUNT BID----- Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Oswego Avenue Sanitary Sewer Release Line Resolution 421-1986

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give such good and sufficient bond or bonds as may be required to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered June 11, 1986
(Date)

BERCOT, INC.

(SEAL)

By *[Signature]*
THE WESTERN CASUALTY AND SURETY COMPANY

Attorney-in-fact

100
Admn. Appr.

TITLE OF ORDINANCE Contract for Oswego Avenue Sanitary Sewer Repair - Res. 421-86
Bercot, Inc., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J-86-06-24
SYNOPSIS OF ORDINANCE Oswego Avenue Sanitary Sewer Repair - Res. 421-86, is for the
following: Bounded on the South by Vance Avenue; bounded on the West by St. Joe
River; bounded on the North by Sumerset Lane and bounded on the East by the East
right-of-way line of Oswego Avenue. Repair #1 - Disconnect the existing 6" taps
and connect same to proposed 8" local sanitary sewer that will connect to said
existing interceptor manhole with backflow preventer as specified. Repair 2 -
To locate and intercept an existing 6" sanitary sewer tap; disconnect same from
60" St. Joe Interceptor and install approximately 100+ LF of 8" sanitary sewer
connect the 6" tap to same that will then connect to the existing manhole located
over said 60" St. Joe Interceptor Sewer with a backflow preventer as specified.
Said Sewer shall be 8" in diameter. Bercot, Inc., is the contractor.

EFFECT OF PASSAGE Improved sewer conditions at the above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$32,500.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-06-24

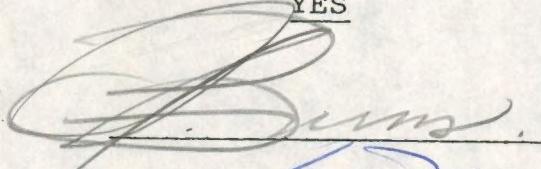
REPORT OF THE COMMITTEE ON CITY UTILITIES

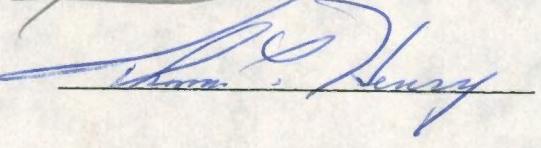
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for
Oswego Avenue Sanitary Sewer Repair - Res. 421-86, between the City
of Fort Wayne, Indiana, by and through its Board of Public Works
and Safety with Bercot, Inc.

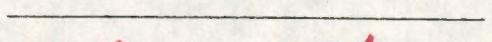
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
~~(RESOLUTION)~~

YES

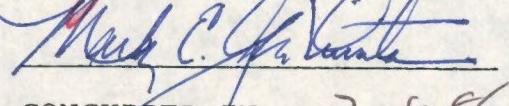
NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GIAQUINTA

CONCURRED IN

7-8-86

SANDRA E. KENNEDY
CITY CLERK